

Tina Wolfson, SBN 174806
twolfson@ahdootwolfson.com
AHDOOT & WOLFSON, PC
1016 Palm Avenue
West Hollywood, CA 90069
Tel: (310) 474-9111
Fax: (310) 474-8585

Daniel S. Robinson, SBN 244245
drobinson@rcrsd.com
**ROBINSON CALCAGNIE ROBINSON
SHAPIRO DAVIS, INC.**
19 Corporate Plaza Drive
Newport Beach, CA 92660
Tel: (949) 720-1288
Fax: (949) 720-1292

Interim Co-Lead Counsel for the Plaintiff Class

Richard Grabowski, SBN 125666
rgrabowski@jonesday.com
John A. Vogt, SBN 198677
Javogt@jonesday.com
Edward S. Chang, SBN 241682
echang@jonesday.com
JONES DAY
3161 Michelson Drive, Suite 800
Irvine, CA 92612-4408
Tel: (949) 851-3939
Fax: (949)-663-75389

Attorneys for Defendants
EXPERIAN HOLDINGS, INC., and
EXPERIAN INFORMATION
SOLUTIONS, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

IN RE EXPERIAN DATA BREACH LITIGATION

No. SACV 15-1592 AG (DFMx)

Hon. Andrew J. Guilford

STIPULATED AMENDED PROTECTIVE ORDER

1 **1. PURPOSE AND LIMITS OF THIS ORDER**

2

3 Discovery in this action is likely to involve confidential, proprietary, or private
4 information requiring special protection from public disclosure and from use for any
5 purpose other than this litigation. Thus, the Court enters this Protective Order. This
6 Order does not confer blanket protections on all disclosures or responses to discovery,
7 and the protection it gives from public disclosure and use extends only to the specific
8 material entitled to confidential treatment under the applicable legal principles. This
9 Order does not automatically authorize the filing under seal of material designated
10 under this Order. Instead, the parties must comply with L.R. 79-5.1 if they seek to file
11 anything under seal. This Order does not govern the use at trial of material designated
12 under this Order.

13

14 **2. DESIGNATING PROTECTED MATERIAL**

15

16 **2.1 Over-Designation Prohibited.** Any party or non-party who designates
17 information or items for protection under this Order as “CONFIDENTIAL” or
18 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” (a “designator”) must
19 only designate specific material that qualifies under the appropriate standards. To the
20 extent practicable, only those parts of documents, items, or oral or written
21 communications that require protection shall be designated. Designations with a higher
22 confidentiality level when a lower level would suffice are prohibited. Mass,
23 indiscriminate, or routinized designations are prohibited. Unjustified designations
24 expose the designator to sanctions, including the Court’s striking all confidentiality
25 designations made by that designator. Designation under this Order is allowed only if
26 the designation is necessary to protect material that, if disclosed to persons not
27 authorized to view it, would cause competitive or other recognized harm. Material may
28 not be designated if it has been made public, or if designation is otherwise unnecessary

1 to protect a secrecy interest. If a designator learns that information or items that it
2 designated for protection do not qualify for protection at all or do not qualify for the
3 level of protection initially asserted, that designator must promptly notify all parties
4 that it is withdrawing the mistaken designation.

5

6 **2.2 Manner and Timing of Designations.** Designation under this Order
7 requires the designator to affix the applicable legend (“CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”) to each page that
9 contains protected material. For statements made during depositions or proceedings
10 that qualify for protection under this order, the designator shall specify all protected
11 statements and the level of protection being asserted. It may make that designation
12 during the deposition or proceeding, or may invoke, on the record or by written notice
13 to all parties on or before the next business day, a right to make the designation within
14 28 days from receipt of the transcript for such proceeding or the rough transcript for
15 the deposition.

16 **2.2.1** A party or non-party that makes original documents or materials
17 available for inspection need not designate them for protection until after the
18 inspecting party has identified which material it would like copied and
19 produced. During the inspection and before the designation, all material shall be
20 treated as HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY. After the
21 inspecting party has identified the documents it wants copied and produced, the
22 producing party must, within 28 days of such identification, designate the
23 documents, or portions thereof, that qualify for protection under this Order.

24 **2.2.2** Parties shall give advance notice if they expect a deposition or other
25 proceeding to include designated material so that the other parties can ensure
26 that only authorized individuals are present at those proceedings when such
27 material is disclosed or used. The use of a document as an exhibit at a deposition
28 shall not in any way affect its designation. Transcripts containing designated

1 material shall have a legend on the title page noting the presence of designated
2 material, and the title page shall be followed by a list of all pages (including line
3 numbers as appropriate) that have been designated, and the level of protection
4 being asserted. The designator shall inform the court reporter of these
5 requirements. Prior to the expiration of the period for designation, all deposition
6 and proceeding transcripts for which a party has provided notice of intent to
7 designate shall be treated during that period as if it had been designated
8 **HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY** unless otherwise
9 agreed. After the sooner of designation or the expiration of the period for
10 designation, the transcript shall be treated only as actually designated.

11
12 **2.3 Inadvertent Failures to Designate.** An inadvertent failure to designate
13 does not, standing alone, waive protection under this Order. Upon timely assertion or
14 correction of a designation, all recipients must make reasonable efforts to ensure that
15 the material is treated according to this Order.

16
17 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 All challenges to confidentiality designations shall proceed under L.R. 37-1
19 through L.R. 37-4.

20
21 **4. ACCESS TO DESIGNATED MATERIAL**

22 **4.1 Basic Principles.** A receiving party may use designated material only for
23 this litigation. Designated material may be disclosed only to the categories of persons
24 and under the conditions described in this Order.

25 **4.2 Disclosure of CONFIDENTIAL Material Without Further Approval.**
26 Unless otherwise ordered by the Court or permitted in writing by the designator, a
27 receiving party may disclose any material designated CONFIDENTIAL only to:

1 **4.2.1** The receiving party's outside counsel of record in this action and
2 employees of outside counsel of record to whom disclosure is reasonably
3 necessary;

4 **4.2.2** The officers, directors, and employees of the receiving party to
5 whom disclosure is reasonably necessary, and who have signed the Agreement
6 to Be Bound (Exhibit A);

7 **4.2.3** Experts retained by the receiving party's outside counsel of record
8 to whom disclosure is reasonably necessary, and who have signed the
9 Agreement to Be Bound (Exhibit A);

10 **4.2.4** The Court and its personnel;

11 **4.2.5** Outside court reporters and their staff, professional jury or trial
12 consultants, and professional vendors to whom disclosure is reasonably
13 necessary, and who have signed the Agreement to Be Bound (Exhibit A);

14 **4.2.6** During their depositions, witnesses in the action to whom
15 disclosure is reasonably necessary and who have signed the Agreement to Be
16 Bound (Exhibit A); and

17 **4.2.7** The author or recipient of a document containing the material, or a
18 custodian or other person who otherwise possessed or knew the information.

19
20 **4.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEY EYES
ONLY Material Without Further Approval.** Unless permitted in writing by the
21 designator, a receiving party may disclose material designated HIGHLY
22 CONFIDENTIAL – ATTORNEY EYES ONLY without further approval only to:
23

24 **4.3.1 For material designated HIGHLY CONFIDENTIAL –
ATTORNEY EYES ONLY by Plaintiffs or any third party,** the receiving
25 party's outside counsel of record in this action and employees of outside counsel
26 of record to whom it is reasonably necessary to disclose the information. For
27 material designated HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY

1 by Defendants, the law firms of Robinson Calcagnie Robinson Shapiro Davis,
2 Inc. and Ahdoot & Wolfson, PC, and employees of those firms to whom it is
3 reasonably necessary to disclose the information;

4 **4.3.2** The Court and its personnel;

5 **4.3.3** Outside court reporters and their staff, professional jury or trial
6 consultants, and professional vendors to whom disclosure is reasonably
7 necessary, and who have signed the Agreement to Be Bound (Exhibit A);

8 **4.3.4** Experts retained by the receiving party's outside counsel of record
9 to whom disclosure is reasonably necessary, and who have signed the
10 Agreement to Be Bound (Exhibit A); and

11 **4.3.5** The author or recipient of a document containing the material, or a
12 custodian or other person who otherwise possessed or knew the information.

13

14 **5. PROSECUTION BAR**

15 Absent written consent from the designator, any individual who receives access
16 to HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY information shall not be
17 involved in the prosecution of patents or patent applications concerning the field of the
18 invention of such information for the receiving party or its acquirer, successor,
19 predecessor, or other affiliate during the pendency of this action and for three years
20 after its conclusion, including any appeals. “Prosecution” means drafting, amending,
21 advising on the content of, or otherwise affecting the scope or content of patent claims
22 or specifications. These prohibitions shall not preclude counsel from participating in
23 reexamination or *inter partes* review proceedings to challenge or defend the validity of
24 any patent, but counsel may not participate in the drafting of amended claims in any
25 such proceedings.

1 **6. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
2 **IN OTHER LITIGATION**

3 **6.1 Subpoenas and Court Orders.** This Order in no way excuses non-
4 compliance with a lawful subpoena or court order. The purpose of the duties described
5 in this section is to alert the interested parties to the existence of this Order and to give
6 the designator an opportunity to protect its confidentiality interests in the court where
7 the subpoena or order issued.

8 **6.2 Notification Requirement.** If a party is served with a subpoena or a court
9 order issued in other litigation that compels disclosure of any information or items
10 designated in this action as CONFIDENTIAL or HIGHLY CONFIDENTIAL –
11 ATTORNEY EYES ONLY, that party must:

12 **6.2.1** Promptly notify the designator in writing. Such notification shall
13 include a copy of the subpoena or court order;

14 **6.2.2** Promptly notify in writing the party who caused the subpoena or
15 order to issue in the other litigation that some or all of the material covered by
16 the subpoena or order is subject to this Order. Such notification shall include a
17 copy of this Order; and

18 **6.2.3** Cooperate with all reasonable procedures sought by the designator
19 whose material may be affected.

20 **6.3 Wait For Resolution of Protective Order.** If the designator timely seeks
21 a protective order, the party served with the subpoena or court order shall not produce
22 any information designated in this action as CONFIDENTIAL or HIGHLY
23 CONFIDENTIAL – ATTORNEY EYES ONLY before a determination by the court
24 where the subpoena or order issued, unless the party has obtained the designator's
25 permission. The designator shall bear the burden and expense of seeking protection of
26 its confidential material in that court.

1 **7. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

2 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
 3 designated material to any person or in any circumstance not authorized under this
 4 Order, it must immediately (1) notify in writing the designator of the unauthorized
 5 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the designated
 6 material, (3) inform the person or persons to whom unauthorized disclosures were
 7 made of all the terms of this Order, and (4) use reasonable efforts to have such person
 8 or persons execute the Agreement to Be Bound (Exhibit A).

9

10 **8. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 11 **PROTECTED MATERIAL**

12 When a producing party gives notice that certain inadvertently produced
 13 material is subject to a claim of privilege or other protection, the obligations of the
 14 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
 15 This provision is not intended to modify whatever procedure may be established in an
 16 e-discovery order that provides for production without prior privilege review pursuant
 17 to Federal Rule of Evidence 502(d) and (e).

18

19 **9. FILING UNDER SEAL**

20 Without written permission from the designator or a Court order, a party may
 21 not file in the public record in this action any designated material. A party seeking to
 22 file under seal any designated material must comply with L.R. 79-5.1. Filings may be
 23 made under seal only pursuant to a court order authorizing the sealing of the specific
 24 material at issue. The fact that a document has been designated under this Order is
 25 insufficient to justify filing under seal. Instead, parties must explain the basis for
 26 confidentiality of each document sought to be filed under seal. Because a party other
 27 than the designator will often be seeking to file designated material, cooperation
 28 between the parties in preparing, and in reducing the number and extent of, requests

1 for under seal filing is essential. If a receiving party's request to file designated
2 material under seal pursuant to L.R. 79-5.1 is denied by the Court, then the receiving
3 party may file the material in the public record unless (1) the designator seeks
4 reconsideration within 7 days of the denial, or (2) as otherwise instructed by the Court.

5

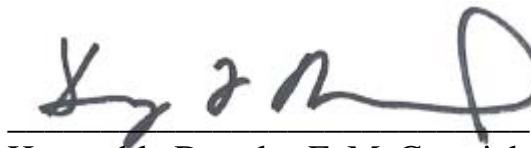
6 **10. FINAL DISPOSITION**

7 Within 60 days after the final disposition of this action, each party shall return
8 all designated material to the designator or destroy such material, including all copies,
9 abstracts, compilations, summaries, and any other format reproducing or capturing any
10 designated material. The receiving party must submit a written certification to the
11 designator by the 60-day deadline that (1) identifies (by category, where appropriate)
12 all the designated material that was returned or destroyed, and (2) affirms that the
13 receiving party has not retained any copies, abstracts, compilations, summaries, or any
14 other format reproducing or capturing any of the designated material. This provision
15 shall not prevent counsel from retaining an archival copy of all pleadings, motion
16 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
17 deposition and trial exhibits, expert reports, attorney work product, and consultant and
18 expert work product, even if such materials contain designated material. Any such
19 archival copies remain subject to this Order.

20

21 IT IS SO ORDERED.

22 Dated: August 9, 2016


Honorable Douglas F. McCormick
United States Magistrate Judge

1 APPROVED AS TO FORM:

2 Dated: August 4, 2016

JONES DAY

3
4
5 By: /s/ Edward S.Chang
Edward S. Chang
Counsel for Defendant

6
7 Dated: August 4, 2016

ADHOOT & WOLFSON, PC

8
9
10 By: /s/ Tina Wolfson
Tina Wolfson

11 ROBINSON CALCAGNIE ROBINSON
12 SHAPIRO DAVIS, INC.

13
14 By: /s/ Daniel S. Robinson
Daniel S. Robinson

15 Interim Co-Lead Counsel

1
2 **ATTESTATION OF FILER**

3 Pursuant to Local Rule 5-4.3.4, the undersigned filer hereby attests that all
4 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
5 content and have authorized the filing.

6
7 Dated: August 4, 2016

/s/ Daniel S. Robinson
Daniel S. Robinson

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Protective Order that was issued by the United States
District Court for the Central District of California on _____ [date] in the
case of *In Re Experian Data Breach Litigation*, No. SACV 15-1592 AG (DFMx). I
agree to comply with and to be bound by all the terms of this Protective Order, and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment for contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Protective Order to any person or
entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing this Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Order.

Date:

City and State where sworn and signed:

Printed name:

[printed name]

Signature:

[signature]

CERTIFICATE OF SERVICE

I hereby certify that on August 4 2016, I caused to be filed the foregoing STIPULATED AMENDED PROTECTIVE ORDER. This document is being filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated: August 4, 2016

/s/ Daniel S. Robinson

Daniel S. Robinson